

DEPARTMENT OF TRANSPORTATION

ES-OE MS #43
1727 30TH Street, 2ND Floor
Sacramento, CA 95816



July 25, 2001

04-SBt,SCI-25-82.8/96.7, 0.0/4.2
04-447804
ACSTPHG-P025(020)E

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SAN BENITO AND SANTA CLARA COUNTIES IN AND NEAR HOLLISTER FROM SAN FELIPE ROAD TO ROUTE 101/25 SEPARATION.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on August 14, 2001.

This addendum is being issued to revise the Notice to Contractors and Special Provisions, and the Proposal and Contract.

In the Special Provisions, Section 3, "AWARD AND EXECUTION OF CONTRACT," is replaced with the following:

"SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

The contract shall be signed by the successful bidder and shall be received with the contract bonds by the Division of Office Engineer within **4 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation, Engineering Service Center, P.O. Box 168041, Sacramento, CA 95816-8041, Attn.: Office Engineer (MS43) - Contracts.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor."

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In the Special Provisions, Section 4, "BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES," the second paragraph is replaced with the following:

"The Contractor shall begin work within 5 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation."

In the Proposal and Contract, page two is replaced as attached.

In the Proposal and Contract, the Engineer's Estimate Items 1, 2, 7, 9, 10, and 11 are revised, as attached.

To Proposal and Contract book holders:

Replace the entire Engineer's Estimate in the Proposal with the attached revised Engineer's Estimate. The revised Engineer's Estimate is to be used in the bid.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Plans, Specifications & Estimates Branch
Office of Office Engineer

Attachments

- B. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price of item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the Department, and that discretion will be exercised in the manner deemed by the Department to best protect the public interest in the prompt and economical completion of the work. The decision of the Department respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Transportation, **within 4 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Transportation may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the State of California.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the State of California, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

ENGINEER'S ESTIMATE
04-447804

Item	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price	Item Total
1	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM	LUMP SUM	
2	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM	LUMP SUM	
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	5		
4	021926	REMOVE WHITE THERMOPLASTIC TRAFFIC STRIPE	M	32 100		
5	021927	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	M	20 000		
6	190110	LEAD COMPLIANCE PLAN	LS	LUMP SUM	LUMP SUM	
7	021928	RUMBLE STRIP (GROUND-IN)	M	48 000		
8	566012	ROADSIDE SIGN - TWO POST	EA	4		
9	840513	PROFILED THERMOPLASTIC TRAFFIC STRIPE	M	62 500		
10	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	1500		
11	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	13 000		

TOTAL BID: _____